

AMENDMENT FACE SHEET

Loan Number: DR09-952-072

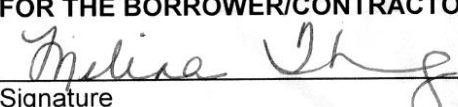
Amendment Number: B

Washington State Department of Commerce

PUBLIC WORKS BOARD

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009

1. Contractor City of Seattle 700 Fifth Ave Ste 4900 PO Box 34018 Seattle, WA 98124-4018		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$6,060,000.00	6. Amendment Amount \$ 518,885.48	7. New Contract Amount \$6,578,885.48	
8. Amendment Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date Amendment Execution Date	10. Amendment End Date October 1, 2032
11. Federal Funds (as applicable):		Federal Agency: EPA	CFDA Number: 66.468
12. Amendment Purpose: The purpose of this amendment is to revise the loan amount in the loan agreement/contract of Drinking Water State Revolving Fund under the American Recovery and Reinvestment Act (ARRA) of 2009, Loan Number DR09-952-072. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions, including Attachment I: Revised Scope of Work, and Attachment II: Revised Attorney's Certification. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> Melina Thung Print Name </div> <div style="text-align: center;"> Deputy Director, Finance & Admin Title </div> <div style="text-align: center;"> 8/2/10 Date </div>		FOR PUBLIC WORKS BOARD <div style="text-align: center;"> John LaRocque, Executive Director Signature </div> <div style="text-align: center;"> Date </div> <div style="text-align: center;"> APPROVED AS TO FORM ONLY This 4th Day of February, 2010 Rob McKenna Attorney General </div> <div style="text-align: center;"> Signature on File Kathryn Wyatt Assistant Attorney General </div>	

AMENDMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD DRINKING WATER STATE REVOLVING FUND AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 (MUNICIPAL)

The purpose of this amendment is to revise the Rate, Loan Fee, and Term of Loan Section; the Disbursement of Loan Proceeds and Required Documentation Section; Attachment I: Scope of Work; Attachment II: Attorney's Certification of the Drinking Water State Revolving Fund under the American Recovery and Reinvestment Act (ARRA) of 2009, Loan Agreement/Contract Number DR09-952-072.

The Public Works Board (or its successor), a department of the State of Washington, (hereinafter referred to as the "Board") and City of Seattle (hereinafter referred to as the "Borrower/Contractor") agree to amend Drinking Water State Revolving Fund Loan Agreement/Contract Number DR09-952-072 as described below:

The Rate, Loan Fee, and Term of Loan Section is amended to read as follows:

The Board, using funds appropriated from the Drinking Water Assistance Account, through the American Recovery and Reinvestment Act of 2009, shall loan the Contractor a sum not to exceed **\$6,578,885.48, which includes a loan fee of \$65,137.48**. The interest rate shall be **1.00%** per annum on the outstanding principal balance, based on a three hundred and sixty (360) day year composed of twelve (12) thirty (30) day months.

The loan fee of **\$65,137.48** represents **one percent (1.00%)** of the original DWSRF loan request and **one percent (1.00%)** of the additional loan request. The loan fee shall not be reduced, regardless of the actual final loan amount at project completion.

The term of the loan shall not exceed twenty-three (23) years, beginning at contract execution. The total loan repayment years shall not exceed twenty (20) years, beginning at project completion, with the final payment due on or before October 1, 2032.

The Disbursement of Loan Proceeds and Required Documentation Section, paragraph five is amended to read as follows:

The first request for reimbursement shall include a loan fee of \$60,000.00, which is 1.00% of the original DWSRF loan request. As a result of this amendment, an additional loan fee of \$5,137.48 equal to 1.00% of the additional loan request will be assessed at the execution of this amendment.

The Establishment of Adequate Rates and Reserves Section has been added to your Loan Agreement Number DR09-952-072, and read as follows:

Contractor agrees to have rates or charges for the services of the system that shall be sufficient to provide funds which, along with other revenues of the system, will pay all operating expenses and debt repayments during the term of the loan. In addition, the Contractor shall create, fund and maintain reserves at least as required by the Water System Plan or Small Water System Management Plan. The Board reserves the right, at anytime, to request proof of compliance of these requirements from the Contractor.

Attachment I: Scope of Work is amended to delete the original Scope of Work and replace it with the attached Revised Scope of Work and the attached Approval of Additional Funding.

Attachment II: Attorney's Certification is amended to delete the original Attorney's Certification and replace it with the attached Revised Attorney's Certification.

ATTACHMENT I: REVISED SCOPE OF WORK

PUBLIC WORKS BOARD DRINKING WATER STATE REVOLVING FUND AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 (MUNICIPAL)

**City of Seattle
DR09-952-072**

**Project Title:
Maple Leaf Reservoir Burial**

A. PROJECT'S SCOPE OF WORK

The objective of the Maple Leaf Reservoir Project is to provide reliable safe drinking water for the citizens of Seattle. The Maple Leaf Reservoir project consists of replacing the existing 60 mg Maple Leaf open reservoir with a new two compartment 60 mg underground reinforced concrete reservoir on the same property already owned by the City of Seattle, Seattle Public Utilities. The major elements include the following:

- Demolishing the existing concrete panels lining the sloped sides and bottom of the existing open reservoir.
- Constructing a new steel-reinforced concrete water containment structure within the footprint of the existing open reservoir basin. Some portions of the existing embankment may need to be removed for optimal placement of the new structure. The new structure is 670 feet long (east-west) and 500 feet wide (north-south) and ranges in depth from 24 feet at the walls to approx 35 feet near the outlet sumps.
- Remove existing inlet piping and replace with approximately 600 feet of new 30- & 36-inch inlet piping, remove existing outlet piping and replace with approximately 550 feet of 30-inch outlet piping, remove existing overflow piping and replace with approximately 650-feet of 36-inch overflow piping, and remove existing drain piping and replace with approximately 600-feet of 20-inch drain piping to connect to each of the existing systems.
- Replacing the wash down and recirculation systems.
- Constructing a new 30 foot diameter, 43 foot deep steel-reinforced concrete mechanical vault to house the outlet valves, pumps, and electrical and Instrumentation and Control wiring and panels.
- Placing approx. 15,000 cu yds of structural backfill around the side walls and approx. 20,000 cu yds of drain rock and soil over the reservoir roof.

B. ESTIMATED PROJECT COSTS

Cost Category	Revised Budget
Engineering Report	\$434,000.00
Environmental Review	\$10,000.00
Historical Review (Section 106 or 05-05)	\$2,000.00
Land/ROW Acquisition	\$0.00
Permits	\$150,000.00
Public Involvement/Information	\$2,000.00
Bid Documents	\$1,771,000.00
Construction	\$49,180,000.00
Other Fees	\$4,464,000.00
Contingency: 5.00%	\$2,400,000.00
Other: DOH Review/Approval Fees	\$2,000.00
Other: Construction Inspection	\$3,025,000.00
Other:	\$0.00
Other: Loan Fees	\$65,137.48
TOTAL ESTIMATED COSTS	\$61,505,137.48

C. ANTICIPATED PROJECT FUNDING

Type of Funding	Source	Revised Budget Amount
Grants		
Grant #1		\$0.00
Grant #2		\$0.00
Grant #3		\$0.00
Other Grants		\$0.00
Total Grants		\$0.00
Loans		
<i>This DWSRF Loan Request</i>	<i>Public Works Board (with 1.00% Loan Fee)</i>	\$6,578,885.48
Other Loan #1	DWSRF (DM09-952-028)	\$3,030,000.00
Other Loan #2		\$0.00
Other Loans		\$0.00
New Loans		\$0.00
Total Loans		\$9,608,885.48
Local Revenue		
Source #1	Seattle Public Utility rate/bond	\$51,896,252.00
Source #2		\$0.00
Source #3		\$0.00
Other Local Revenue		\$0.00
New Local Revenue		\$0.00
Total Local Revenue		\$51,896,252.00
Other Funds		
Source #1		\$0.00
Source #2		\$0.00
Total Other Funds		\$0.00
Loan Fee: 1.00%	\$65,137.48	
TOTAL FUNDING		\$61,505,137.48

ATTACHMENT II: REVISED ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD DRINKING WATER STATE REVOLVING FUND AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 (MUNICIPAL)

I, William C. Foster, hereby certify:

assist city

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Seattle (Contractor); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Drinking Water State Revolving Fund loan under the American Recovery and Reinvestment Act (ARRA) of 2009, extended by the Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Borrower/Contractor.

William C. Foster
Signature of Attorney

7-30-10
Date

William C. Foster
Name

PO Box 94769 Seattle, WA 98124-4769
Address